

INTERLOCAL COOPERATION CONTRACT
for Information Resources Technologies

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between County of Gloucester [DIR Customer] and the STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES, 300 West 15th Street, Suite 1300, Austin, Texas 78701 [DIR], pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 for Texas based Customers and Section 2054.0565, Texas Government Code, for out of state Customers.

I. STATEMENT OF PURPOSE:

The purpose of this Interlocal Cooperation Contract [Contract] is to allow DIR Customer to purchase information resources technologies through DIR Contracts.

II. CONSIDERATION:

- a. Per the Interlocal Cooperation Act, Texas Government Code, § 791.025, or other applicable law, the DIR Customer satisfies the requirement to seek competitive bids for the purchase of goods and/or services.
- b. DIR agrees to provide to DIR Customer those information resources technologies available through existing Vendor contracts and Vendor contracts that DIR may enter into during the term of this interlocal cooperation contract, in accordance with specifications submitted through purchase orders from Customer. All DIR Vendor contracts shall be made available to the DIR Customer via the DIR interact web site. DIR Customers utilizing the GO DIRect contracts shall issue a Purchase Order directly to the relevant Vendor. DIR Customers utilizing a DIR Contract for which DIR is the fiscal agent, the DIR Customer's Purchase Order shall be issued to DIR.
- c. DIR Customer agrees to notify DIR of any substantial problems in quality or service in relations with a vendor under a DIR vendor contract.

PAYMENT FOR GOODS AND SERVICES:

- a. DIR Customer shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the Vendor. Payment under a DIR Contract shall not foreclose the right to recover wrongful payments.
- b. Payments must be made from current revenues available to DIR Customer and authorized by its governing board.
- c. DIR Customer agrees to pay the rates and/or prices set by DIR with its vendors. DIR Customer understands these rates and/or prices include a DIR administrative fee.
- d. All purchases executed under a DIR Contract will require a DIR Customer purchase order.

IV. TERM OF CONTRACT:

This Interlocal Cooperation Contract shall begin when fully executed by both parties and shall continue until terminated .

Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. Customers shall pay for all goods and services received through the effective date of termination.

V. GOVERNING LAW AND OTHER

REPRESENTATIONS: DIR Customer:

[] Unit of Texas Local Government hereby certifying that is has statutory authority to perform its duties hereunder pursuant to Chapter __ , Texas _____ Code.

[X] Non-Texas State agency or unit of local government of another state hereby certifying that it has statutory authority to enter in to this Interlocal Agreement and perform its duties hereunder pursuant to §2.2-4304, Code of Virginia.

VI. CERTIFYING FUNCTION:

Department of Information Resources: acting as the owner of the DIR Contracts hereby certifies the eligibility of the DIR Customer to use the DIR Contracts.

VII. TERMS AND CONDITIONS FOR OUT OF STATE DIR CUSTOMERS:

SELECTIONS PER THE GOVERNING LAW OF THE OUT OF STATE DIR CUSTOMER:

1. DIR Customer's use of the DIR Contracts shall be governed by the law of the State of Virginia, excluding the conflicts of law provisions.
2. Exclusive Venue for litigation arising from use of the DIR Contracts is (see attached) (cite applicable statute or description of where lawsuits against the out of state DIR Customers may be filed) (see attached)
3. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts (see attached) (either cite to applicable law or regulation of the DIR Customer on this topic, or attach a hard copy of procedures to the document).

This Interlocal Cooperation Contract is executed to be effective as of the date of the last party to sign.

Name: Marion L. King, Jr,

Title: Purchasing Director, Gloucester County, VA

Date: _____

Name: Cindy Reed

Title: Deputy Executive Director
Operations & Statewide Technology
Sourcing

Date: _____

Legal: _____

VII. TERMS AND CONDITIONS FOR OUT OF STATE DIR CUSTOMERS:

SELECTION PER THE GOVERNING LAW OF THE OUT OF STATE DIR CUSTOMER:

1. DIR Customer's use of the DIR Contracts shall be governed by the law of the Commonwealth of Virginia, excluding the conflicts of law provisions.
2. Exclusive Venue for litigation arising from use of the DIR Contracts is the applicable Gloucester, Virginia Courts (cite applicable statute or description of where lawsuits against out of state DIR Customers may be filed) § 15.2-1235, *Code of Virginia*.
3. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts (either cite to applicable law or regulations of the DIR Customer on this topic, or attach a hard copy of the procedures to the document).

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Gloucester County, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. Ref. §15.2-1235, *Code of Virginia*.

- a. **Applicable Law:**
The contract shall be deemed to be a Virginia contract and shall be governed to all matters whether of validity, interpretations, obligations, performance, or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, the contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.
- b. **Compliance With All Laws:**
The Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of the scope of work set forth herein. The Contractor represents that it currently possesses all necessary valid licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work.
- c. **Venue:**
Any and all suits for any claims or for any and every breach or dispute arising out of this contract shall be maintained in the appropriate court of competent jurisdiction in Gloucester County, VA.